

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GRANT COUNTY PROFESSIONAL
EMPLOYEES' UNION,**

LOCAL 3377-A, WCCME AFSCME, AFL-CIO

AND

GRANT COUNTY

January 1, 2005 - December 31, 2007

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INTRODUCTION

This Agreement is made and entered into by and between Grant County, Wisconsin, hereinafter referred to as the "County" or "Employer," and the Grant County Professional Employees Union, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the "Union," pursuant to the sections of the Wisconsin Statutes as may be pertinent hereto.

Whereas, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the County and the Union acting through their duly authorized representatives, hereby agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time professional employees of Grant County, excluding managerial, supervisory and confidential employees, and all other employees, for the purpose of conferences and negotiations with the above-mentioned municipal employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment, pursuant to certification by the Wisconsin Employment Relations Commission, Case VII, No. 31434, ME-2205, Decision No. 21063, dated November 29, 1983. This provision describes the bargaining representative and the bargaining unit covered by the terms of this collective bargaining agreement and is not to be interpreted for any other purpose.
- 1.02 Non-Discrimination: The parties hereto agree that there shall be no discrimination with respect to any employee because of age, sex, race religion, handicap, national origin, union affiliation, marital status or sexual orientation, contrary to applicable state and/or federal law.
- 1.03 Definition of Employees:
 - A) Regular Full-time Employee: A regular full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours per week.
 - B) Regular Part-time Employee: A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week. Regular part-time employees who are regularly scheduled to work an annual average of twenty (20) hours or more per week shall be entitled to all fringe benefits as provided in this Agreement on a pro-rata basis, except that insurance benefits shall not be pro-rated. Part-time employees who are regularly scheduled to work an annual average of less than twenty (20) hours per week shall not be entitled to fringe benefits, except jury duty, funeral leave, and Wisconsin Retirement Fund contributions if eligible.

- C) Regular Part-time Employee (hired after June 30, 2005): A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week. Regular part-time employees who are regularly scheduled to work an annual average of twenty-four (24) hours or more per week shall be entitled to all fringe benefits as provided in this Agreement on a pro-rata basis, except that insurance benefits shall not be pro-rated. Part-time employees who are regularly scheduled to work an annual average of less than twenty-four (24) hours per week shall not be entitled to fringe benefits, except jury duty, funeral leave, and Wisconsin Retirement Fund contributions if eligible.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 It is agreed that the management of the County and the direction of employees are vested exclusively in the County, and that this includes, but is not limited to the following: to direct and supervise the work of employees; to hire, promote, demote, transfer or lay-off employees; to suspend, discharge or otherwise discipline employees for just cause; to plan, direct and control operations; to determine the amount and quality of work needed, by whom it shall be performed and the location where such work shall be performed; to determine to what extent any process, service or activities of any nature whatsoever shall be added or modified; to change any existing service practices, methods and facilities; to schedule the hours of work and assignment of duties; and to make and enforce reasonable rules.
- 2.02 The County's exercise of the foregoing functions shall be limited only by the express provisions of this contract, and the County and the Union have all the rights which they had at law except those expressly bargained away in this Agreement.

ARTICLE 3 - UNION ACTIVITY

- 3.01 Union Notices: The County shall provide easily accessible bulletin board space at each principle worksite in which unit employees regularly work for the posting of Union notices and bulletins.

ARTICLE 4 - FAIR SHARE - DUES CHECKOFF

- 4.01 The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both Union and non-union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this article.
- 4.02 No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of age, sex, race, religion, handicap, national origin, marital status, or sexual orientation.
- 4.03 The Employer shall deduct each month an amount, certified by the Union, as the uniform dues required of all Union members or a fair share service fee as established and certified by the Union, consistent with Section 111.70 of the Wisconsin Statutes. With respect to

newly hired employees, such deductions shall commence on the month following the completion of the probationary period.

- 4.04 The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Union within the month in which such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Union at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Union under the provisions of this Agreement on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
- 4.05 The provisions of 4.01, 4.02, 4.03 and 4.04 shall become effective the month following certification by the Wisconsin Employment Relations Commission (WERC) that a majority of employees eligible to vote have voted affirmatively in support of the fair share agreement.
- 4.06 During periods when the fair share agreement is not certified pursuant to Section 4.05, or should the fair share agreement become null and void for any reason, the Employer agrees to deduct Union dues each month from those employees who individually authorized in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions from all employees shall be forwarded to the Union along with an itemized statement of the employees from whom such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Union at least thirty (30) days prior to the effective date of such change.
- 4.07 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken by the Employer under this article for the purpose of complying with the provisions of this article.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 Grievance: A grievance is defined to be a controversy between any employee, or the Union and the Employer, as to a matter involving the interpretation or application of this Agreement.
- 5.02 Procedure: Grievances shall be processed in the following manner: All times set forth in this article, unless otherwise specified, are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time requirements set forth in this article may be waived or extended by mutual written agreement of the parties.

A grievance affecting a group or class of employees may be submitted in writing by the Union to the department head directly and the processing of such grievance shall commence at Step Two, within ten (10) days of the incident or within ten (10) days of securing knowledge thereof.

Step One: In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. An employee, believing he/she has cause for a grievance, shall orally present his/her grievance to his/her immediate supervisor within ten (10) days of the incident, or within ten (10) days of his/her securing knowledge thereof. A Union representative may accompany the grievant. The supervisor shall attempt to make a mutually satisfactory adjustment and shall give a written answer to the grievant and/or Union representative within five (5) days after the grievance was presented to him/her.

Step Two: If the grievance is not resolved at the first step, the employee and/or the Union may appeal the grievance in writing to the department head within ten (10) days from the date the Step One response was received or was due. The department head and/or his/her representative will meet with the employee and his/her representatives and attempt to resolve the grievance. Such meeting will be held within five (5) days after receipt of the grievance. The department head or his/her representative shall submit a written answer to the employee and his/her representative within ten (10) days following the meeting.

Step Three: If the grievance is not resolved at the second step, the employee and/or the Union may appeal the written grievance to the County Employee Relations Committee within ten (10) days from the date the written decision of the department head was received or was due. The parties shall meet within fifteen (15) days at a mutually agreeable time and place to discuss the grievance. Following said meeting, the County Employee Relations Committee shall respond in writing within ten (10) days to the employee and Union representative.

Step Four - Arbitration:

- A) General: If the grievance is not settled at the third step, the Union may proceed to arbitration by informing the chairperson of the County Employee Relations Committee in writing within fifteen (15) days from the date the written response of the County Employee Relations Committee was received or was due, that they intend to do so.
- B) Selection of an Arbitrator: The Union shall, within fourteen (14) days of informing the Chairperson of the County Employee Relations Committee of its intent to proceed to arbitration, file a request to proceed to arbitration with the Wisconsin Employment Relations Commission to appoint an arbitrator from its staff. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not modify, add to, or delete from the express terms of this Agreement.
- C) Costs: The cost of the arbitrator shall be shared equally by the parties. The cost of a court reporter and/or transcript shall be shared equally by the parties provided both parties request same. If one party does not wish a court reporter and transcript, they shall not share in the cost.

ARTICLE 6 - DISCIPLINE

- 6.01 The Employer shall not suspend, discharge or otherwise discipline any employee without just cause. When such action is taken against an employee, the employee will receive written notice of such action at the time it is taken, and a copy will be mailed to the Union within two (2) calendar days, except that written notice of oral discipline shall be given to the employee and the Union as soon as possible after the action is taken. Such notice shall include the reasons on which the Employer's action is based.

ARTICLE 7 - SENIORITY

- 7.01 Definition: Seniority shall be defined as an employee's length of service in the bargaining unit dating from the employee's most recent date of hire. For purposes of fringe benefit calculations only, an employee's seniority shall be calculated from the employee's most recent date of hire with Grant County. Seniority shall not be pro-rated for regular part-time employees. Seniority shall be deemed to have been terminated when an employee:
- A) Quits or retires; or
 - B) Is discharged for cause or terminated during the probationary period; or
 - C) Is laid off for a period of more than twelve (12) months.
- 7.02 The Employer shall furnish the Union a seniority list upon request, twice a year, showing each unit employee's name, classification, date of hire, and months of service.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.01 All newly hired employees shall serve a six (6) calendar month probationary period. During said period, employees shall be subject to dismissal without cause or recourse to the grievance procedure. However, such employee shall be entitled to a written reason for the termination. If still employed after such probationary period, their seniority shall date from the first day of hire.

ARTICLE 9 - JOB POSTING

- 9.01 Job vacancies in the bargaining unit due to retirement, quits, new positions, transfers or whatever reason, that the Employer intends to fill, shall be posted in each department for a period of seven (7) working days. The posting shall provide information concerning the qualifications needed for the position, a brief description of the job duties, the salary range, starting date, and the closing date for applications. A copy of each posting shall be provided to the president of the Union.
- 9.02 Applicants: Employees interested in the posting shall make written application.
- 9.03 Selection: The most qualified applicant shall be selected provided that if two (2) or more applicants are relatively equal in qualifications, seniority shall be the determining factor.
- 9.04 Trial Period: If within the first thirty (30) calendar days of filling a job vacancy a selected employee fails to make satisfactory progress for the position, he/she shall be returned to

his/her former position and selection shall be made among the remaining qualified applicants for the position, if any, according to the criteria set forth in Section 9.03 above. An employee may also voluntarily return to his/her former position during the trial period at his/her discretion. Employees serving a trial period shall receive a written evaluation of their progress after fifteen (15) calendar days.

ARTICLE 10 - LAYOFF AND RECALL

- 10.01 The Employer shall have the right to reduce the number of jobs in any classification. Employees whose jobs have been eliminated shall have the right to bump any junior employee in an equal or lower grade in the same profession, provided they are qualified to perform the junior employee's job. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who have lost their position as a result of a bump or a reduction in the number of positions shall have the option to accept the layoff and may decline to exercise their bumping rights, if any. Laid off employees shall have recall rights as provided in Section 10.02 below.
- 10.02 Recall Rights: In recalling, the employee(s) with the greatest seniority shall be recalled first, provided they are qualified to perform the available work. Notice of recall shall be sent by the Employer to the laid off employee's last known address, certified mail, return receipt, and the laid off employee shall be required to respond affirmatively within two (2) weeks (14 days) from the first attempted delivery date of the recall notice. A laid off employee shall have recall rights for a period of twelve (12) months from the date of the most recent layoff.

ARTICLE 11 - HOURS OF WORK

- 11.01 Work Day: The normal work day shall consist of eight (8) consecutive hours, excluding a one-half (½) hour lunch period, between the hours of 8:00 a.m. and 4:30 p.m.
- 11.02 Work Week: The normal work week shall consist of forty (40) hours, Monday through Friday.
- 11.03 Breaks: Employees shall be entitled to thirty minutes of paid rest time during each work day (15 minutes per four [4] hour work period), which shall normally be used in fifteen minute increments unless otherwise arranged with an employee's supervisor.
- 11.04 Flexible Schedule: A work schedule other than that set forth in Section 11.01 above may be arranged, subject to mutual agreement between the employee and the supervisor.
- 11.05 Job Sharing: Job sharing arrangements may be arranged subject to mutual agreement between the employee and the Employer.
- 11.06 Overtime: Employees shall be compensated by compensatory time off for all time assigned and worked in excess of eight (8) hours per day or forty (40) hours per week. Said compensation shall be at the rate of one hour compensatory time off for each hour worked.

- 11.07 Call-out: An employee called out to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours compensation pursuant to the terms of this agreement.
- 11.08 On Call Beeper Duties: All unit employees assigned on call duties shall receive \$230.00 effective upon ratification/approval (\$240.00 effective January 1, 2006) per week in addition to their regular pay and shall be entitled to compensation pursuant to Section 11.06 for associated call-outs. Employees assigned to on-call duties for less than one (1) week shall be given a prorated portion. Example: an employee assigned on-call duties for one (1) day shall receive one-seventh (1/7) of the weekly payment. Section 11.07 shall not be applicable for associated call-outs. Additionally, full-time employees assigned such duties on a holiday shall earn eight (8) hours of compensatory time; part-time employees assigned such duties on a holiday shall earn eight (8) hours of compensatory time (effective upon ratification/approval).
- 11.09 Telephone Calls: Telephone calls engaged in by employees outside their working hours shall be considered time worked and shall be compensated by compensatory time off as currently practiced.
- 11.10 Use of Compensatory Time: Compensatory time may be taken at the employee's discretion, subject to approval by the supervisor.
- 11.11 Time Paid: All paid time shall be considered time worked for the purpose of computing overtime.
- 11.12 This article shall not be construed to prevent the Employer from assigning hours in addition to the normal work day and work week.

ARTICLE 12 - VACATION

- 12.01 Vacation: Each regular full-time employee and regular part-time employee shall accrue paid vacation as follows:
- A) Employees shall earn vacation time in the current year for the use in the following year, based on his/her anniversary date of employment. (Employees who currently receive vacation on a calendar year basis shall be grandfathered.)
 - B) For each regular 80 hours paid, vacation is earned as follows:
 - A starting employee earns 3.076 hours vacation (full-time: 80 hours/year);
 - Beginning on the employee's fourth anniversary, the employee earns 3.846 hours vacation (full-time: 100 hours/year);
 - Beginning on the employee's sixth anniversary, the employee earns 4.615 hours vacation (full-time: 120 hours/year);
 - Beginning on the employee's ninth anniversary, the employee earns 5.385 hours vacation (full-time: 140 hours/year);

Beginning on the employee's fourteenth anniversary, the employee earns 6.150 hours vacation (full-time: 160 hours/year);
Beginning on the employee's nineteenth anniversary, the employee earns 7.077 hours vacation (full-time: 184 hours/year);
Beginning on the employee's twenty-fourth anniversary, the employee earns 7.692 hours vacation (full-time: 200 hours/year).

- 12.02 Accrual: Vacation time must be taken in the anniversary year following that in which it was earned, except in an emergency where it is mutually agreed by the Employer and employee that special circumstances warrant an exception.
- 12.03 Holidays During Vacation: Holidays falling in a vacation period will not be considered as counting against vacation time.
- 12.04 Scheduling: Specific vacation periods shall be requested by an employee and approved by his/her immediate supervisor. However, said approval shall not be unreasonably withheld. Any one vacation period may not exceed the annual earned vacation time.
- 12.05 Termination: In case of termination, retirement or death of an employee, the employee or the employee's estate or designated beneficiary shall receive pay for all vacation time accrued and all vacation earned in the current year.

ARTICLE 13 - SICK LEAVE

- 13.01 Intent: Sick leave is intended to protect the employee from financial hardship due to illness or injury. There is no limit set for a maximum number of sick leave days one may accumulate. Sick leave may also be used for illness or injury of the employee's spouse, parent, or child (including step-child).
- 13.02 Accrual:
- A) Sick leave shall accrue at the rate of one (1) day per month for full-time employees.
 - B) Regular part-time staff shall accrue sick leave at a rate proportionate to the percent of full-time worked; for example, half-time staff would accrue one-half (1/2) day monthly.
- 13.03 Pay Back:
- A) Employees will be paid for all scheduled days off for illness or injury provided they have successfully completed their initial probationary period, but not to exceed the amount accrued. When and if an employee maintains at least 24 days for a 12 month period, beginning January 1, the employee at the end of the 12 month period may be paid for half of the sick leave not used but accrued during that 12 month period. The maximum number of days paid at the end of a 12 month period

will not exceed six (6) days. The remaining days shall be retained in the employee's sick leave account.

- B) Forty-five percent (45%) of up to 240 days of accumulated sick leave shall be paid in cash to the employee, the employee's spouse or designee, or the employee's estate at the time of retirement with an annuity or death. In the alternative, employees may opt to have the sick leave payout retained by the Employer for the payment of insurance premiums in the Employer's group plan, in which case the payout limitation shall be fifty-five percent (55%) of 240 days. In the event the employee dies prior to the exhaustion of this amount, the remained shall be paid to the estate of the employee.

- 13.04 Sick leave is accrued but may not be used during the initial probationary period except if the employee passes said probation, it shall then be applied retroactively.
- 13.05 Holidays: Holidays falling in paid sick leave period will not be considered as counting against sick leave time.
- 13.06 Sick Leave Excuse: Any person who is sick for three (3) consecutive working days may be asked to provide a doctor's excuse.

ARTICLE 14 - HOLIDAYS

- 14.01 Holidays: All employees shall be entitled to the following holidays with pay: New Year's Day, Friday Afternoon before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day preceding Christmas Day and Christmas Day.
- 14.02 Part-time Employees: Regular part-time employees are eligible for holiday pay on a prorated basis according to the percentage of full-time they regularly work.
- 14.03 Holidays Falling During Vacation or Sick Leave: If any of the above-listed holidays falls during time taken as paid vacation or paid sick leave, such holiday shall not be charged against accumulated vacation or sick leave.
- 14.04 Holidays Falling on Weekends: Should any of the above-listed holidays fall on a Saturday, the previous Friday shall be observed as the holiday; and should any holiday fall on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day falls on a Saturday, the preceding Thursday shall be observed as the Christmas Eve holiday. When Christmas Day falls on a Sunday or Monday, the preceding Friday shall be observed as the Christmas Eve holiday.
- 14.05 Requirements: Employees must work their scheduled work day before and after the holiday, or the day scheduled as the holiday, unless on an authorized paid leave, to receive holiday pay.
- 14.06 Employees required to work on the above holidays shall receive payment or compensatory time off at a time and one-half (1½) rate for actual hours worked in addition to straight time holiday pay.

ARTICLE 15 - DISCRETIONARY DAYS

- 15.01 Policy: All full-time employees shall be entitled to three (3) discretionary days with pay each calendar year. Regular part-time employees working at least half-time shall be entitled to receive each calendar year a prorated portion of three (3) days based on average of hours worked in relation to full-time.
- 15.02 Use: Discretionary days may not accumulate year to year. Employees shall notify their supervisor of their intent to use such time, subject to their supervisor's approval.
- 15.03 Discretionary days accrue from January 1 through December 31. Full-time employees hired prior to June 30 are allowed three (3) days or, if at least half-time, a pro-rated portion of three (3) days, based on the average of hours worked in relation to full-time. Staff hired after June 30 receive one and one-half (1½) days if they are full-time and no days if they are less than full-time.
- 15.04 Time Off Without Pay: A request for a day off without pay may be submitted to the appropriate supervisor. The Employer may approve if the efficiency of the unit will not be substantially impaired, the employee's work is up-to-date and clients/services will not be adversely affected. A request for more than five (5) consecutive workdays requires the approval of the department head as well as the supervisor.

ARTICLE 16 - BEREAVEMENT LEAVE

- 16.01 Leave Defined: Each employee shall be entitled to three (3) days of paid bereavement leave for the death of a spouse, child, parent, brother or sister, or grandchild. A one (1) day leave shall be granted for the death of a parent-in-law, sibling-in-law, grandparent, nieces, nephews, employee's aunts, uncles, grandparent-in-law, son-in-law, and daughter-in-law. The relatives identified in this section shall be interpreted to include step-siblings, step-parents, and step-children.
- 16.02 Additional Time: An employee may use earned sick leave days, earned vacation days, discretionary days or compensatory time for up to two (2) weeks during the period of grief, subject to approval by the supervisor.

ARTICLE 17 - MILITARY LEAVE

- 17.01 All regular employees shall be allowed to take time off from work to fulfill active duty military requirements annually if such orders are given by the military unit. The employee shall be given the choice of accepting either the regular salary paid by the County or the military duty pay, whichever is to the employee's advantage. If the option is to accept the County's pay, then the military pay shall be refunded to the County. If the option selected is to accept military pay, then the County's pay shall return to the County. The maximum pay in any year is two (2) week's pay.

ARTICLE 18 - JURY DUTY

- 18.01 An employee selected to serve on a trial jury will be excused from employment for the time necessary to fulfill the obligation. The employee shall be given the choice of accepting either his/her regular salary paid by the County or the jury duty pay. If the option is to accept the County's pay, then the jury pay shall be refunded to the County and the employee is to return to work to complete the remainder of the work day. If the option is to keep the jury pay, then the County's pay shall return to the Employer and the employee is not expected to return to complete the work day. With the approval of the supervisor, it is permissible to use discretionary days, vacation days or accumulated compensatory time for jury duty.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 Health and Disability Leave: Employees shall be entitled to a leave of absence without pay for a period not to exceed three (3) months after exhausting all accumulated sick leave, and upon a showing of inability to perform his or her duties because of health reasons (including maternity needs) where prescribed by a physician. An additional one (1) month extension may be granted if needed.
- 19.02 Personal Convenience of Employee: Upon request of an employee for a leave of absence without pay for his/her personal convenience, the department head may grant the request for such period as the circumstances warrant, and the efficiency of the employee's unit will permit without substantial impairment thereof.
- 19.03 Conditions of Leave: Fringe benefits will continue to accrue for employees during the first three (3) weeks of a leave of absence without pay. If the leave is for health disability or maternity purposes, the County shall continue to make its normal contribution toward insurance for a period not to exceed three (3) months. In the event of personal convenience leave, or if the three (3) month period has expired for other leaves cited herein, the employee may continue to participate in the insurance by making such required premium payment to the County, if any carrier which may be insuring the coverage permits.

ARTICLE 20 - WISCONSIN RETIREMENT PAY

- 20.01 The County shall participate in the Wisconsin Retirement Fund. The County shall pay on behalf of each eligible employee, all of the employee's required contribution up to six and one-half percent (6.5%), in addition to any contribution required of the County.

ARTICLE 21 - INSURANCE

- 21.01 The County agrees to provide health insurance coverage to all eligible employees covered by this agreement at least equal to the plan in effect on January 1, 1984. The County may change insurance carriers and/or plans if it elects to do so, provided that the coverage and benefits remain the same or are better than the existing coverage and benefits. If the County is contemplating changing carriers and/or plans, it will notify the Union of that fact,

provide the Union with a copy of the proposed new plan and will discuss the terms, conditions and coverage of the proposed new plan with the Union prior to any change.

The County shall pay the full cost of said insurance for the single plan or the following amounts toward the total cost of the family plan:

- A) 80% effective 3/1/88
- B) 85% effective 1/1/90

- 21.02 Effective January 1, 1985, the County shall offer to all eligible employees the option of participating in an HMO as an alternative to the standard insurance plan as cited in Section 21.01. As options, the County shall offer a plan with benefits and coverage equal to or better than the Dean HMO plan offered to other County employees effective January 1, 2003, and a plan with benefits and coverage equal to or better than the HMO Medical Associates (Dubuque) plan offered to other County employees effective January 1, 1985.

Changes in carriers and/or plans shall be made consistent with the requirements set forth in Section 21.01 above. Participation in one of these HMO's shall be made available to employees as soon as possible as allowed by the carrier. The County shall contribute one hundred percent (100%) of the single premium and eighty-five percent (85%) of the family premium of the employee's choice of health insurance programs offered.

Effective January 1, 2002, the prescription drug co-pays under the Medical Associates HMO plan shall be changed to \$5.00 for generic and \$10.00 for name-brand drugs. Effective January 1, 2004, the Medical Associates HMO plan shall have a \$2 million lifetime maximum per covered person. All persons shall have their lifetime expenditures for Medical Associates HMO re-set to \$0.00 as of that date.

Effective July 1, 2005, the Health Insurance plan design for both Dean and Medical Associates will reflect a \$10.00 office co-pay and a \$75.00 Emergency Room co-pay (waived upon admission). The County will reimburse employee's for office co-pays above and beyond 6 between July 1, 2005 and December 31, 2005. Effective January 1, 2006, the County will reimburse employee's office co-pays above and beyond 12 per year.

- 21.03 Life Insurance: The County agrees to provide each eligible employee life insurance at least equal to the plan in effect on January 1, 1984. Changes in carriers and/or plans shall be made consistent with Section 21.01. The County shall pay the full cost of the premiums for said insurance.
- 21.04 Long-Term Disability: The County agrees to provide each eligible employee long-term disability insurance at least equal to the plan in effect on January 1, 1996. Changes in carriers and/or plans shall be made consistent with Section 21.01. The County shall pay the full cost of the premiums for said insurance.
- 21.05 The County shall continue to pay for the cost of liability insurance for the professional employees in the Nurses Department as currently practiced.

- 21.06 Retirees: Retired employees shall be permitted to continue participation in group health and life insurance plans (including Medicare supplements) available through Grant County, as long as the retiree pays the full premium in advance on a monthly basis.
- 21.07 Flexible Spending Accounts: Regular part time and full time employees shall be permitted to utilize a flexible spending account, as provided for under the provisions of IRC §125, and authorized by the Grant County Board of Supervisors. This program will become effective within sixty (60) days of final ratification of this agreement.
- 21.08 Non-Duplication: In the case of two County employees who are married to each other, said couple will be given the following options:
- a) each will receive a single plan;
 - b) one will receive a family plan, with the County paying 90% of the premium.
- 21.09 Effective Date of Insurance Benefits: For an employee whose start date is on or before the 5th of the month, benefits shall be effective the first of the next month (i.e., if the start date is August 5, benefits shall be effective September 1). If the start date is after the 5th of the month, benefits are effective the 1st of the month following 30 days of employment (i.e., if the start date is August 6, benefits are effective October 1).

ARTICLE 22 - TRAINING AND EMPLOYEE DEVELOPMENT

- 22.01 If the County continues to provide opportunities for job related training and employee development, reimbursement for expenses related to such activities shall be made consistent with the current practices.

ARTICLE 23 - TRAVEL AND EXPENSE ALLOWANCE

- 23.01 Employees who in the course of their duties are authorized to attend conferences, seminars or conduct business for the Employer, shall receive allowances and expenses as provided in this Article, consistent with the current practices. Should the County increase the level of reimbursement, above those established herein, for other County employees, said increase shall also apply to this bargaining unit.

A) Mileage. Mileage shall be reimbursed at the IRS rate.

B) Meals:

1. Supper - up to \$15.00 per receipt;
2. Lunch - up to \$7.50 per receipt;
3. Breakfast - up to \$5.00 per receipt;
4. Banquets - per receipt.

Note: Social Workers shall also be reimbursed for the cost of meals taken in Grant County while on County business pursuant to the policy in effect prior to May, 1983.

- C) Reasonable hotel or motel expenses per receipt.
- D) Other employment expenses, related to authorized conferences, seminars and business for the Employer, such as registration or parking fees shall be reimbursed to the employee pursuant to the current practices. Where possible, all such fees shall be paid in advance by the County.

ARTICLE 24 - MISCELLANEOUS

- 24.01 Physicals: The County shall pay up to the cost of physicals required by the County or statute. The examination may be taken at the facility of the employee's choice.
- 24.02 Cellular Telephones: The County shall provide three cellular telephones to the Social Services Department and three cellular telephones to the Health Department. The cellular phones are to be used by unit employees who so desires a cellular telephone, for County business, subject to reasonable rules established by the County. The costs of the telephones including all calls relating to County business shall be borne by the County.

ARTICLE 25 - CLASSIFICATION AND COMPENSATION SCHEDULE

- 25.01 The classification and compensation schedule shall be made a part of this Agreement and attached hereto as Appendix "A".
- 25.02 Reclassifications:
- A) An employee classified as a Social Worker I or a Social Services Worker I shall be reclassified to a Social Worker II or Social Services Worker II, as appropriate, on completion of state requirements unless said requirements are waived, and at least one (1) year's service as a Social Worker I or Social Services Worker I with Grant County.
 - B) Employees so reclassified and employees who are promoted to a higher classification pursuant to the terms of this Agreement, shall be placed on that step in the wage schedule set forth in Appendix A that results in a pay increase and shall progress through the schedule consistent with the time between the incremental steps.
 - C) Employees demoted to a lower classification, pursuant to the terms of this agreement shall be placed at the step in the wage schedule set forth in Appendix "A", commensurate with their seniority and shall progress through the schedule consistent with the time between the incremental steps.
 - D) Employees transferred to another position in the same classification, pursuant to the terms of this Agreement, shall continue to progress through the schedule for their classification.
- 25.03 Longevity Pay: All employees shall receive longevity pay subject to the following terms:

- | | | |
|----|---|-------------|
| A) | After three (3) years of service | - 5¢/hour; |
| B) | After five (5) years of service | - 10¢/hour; |
| C) | After ten (10) years of service | - 15¢/hour; |
| D) | After fifteen (15) years of service | - 20¢/hour; |
| E) | After twenty (20) years of service | - 25¢/hour; |
| F) | After twenty-five (25) years of service | - 30¢/hour. |

The longevity pay cited herein shall be added to the base rates of each eligible employee. The hourly rates set forth in this section are total amounts and are not cumulative.

Longevity pay shall be effective on the anniversary date when eligibility is achieved.

- 25.04 Effective January 1, 1996, employees classified as Home Health Nurse I shall be reclassified as Public Health Nurse II upon attainment of a BSN degree.
- 25.05 Payday: All employees in the unit shall be paid every other Friday, unless the County establishes a different day county-wide. If a payday falls on a holiday, the payday will be the day prior to the holiday.

ARTICLE 26 - SAVINGS

- 26.01 If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 27 - DURATION

- 27.01 This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2007. This Agreement shall be automatically renewed from year to year thereafter, unless the party desiring to modify, alter or otherwise amend the Agreement or any of its provisions, gives to the other party, written notice on or before September 1, 2007, or any anniversary thereof.

In witness whereof, the parties have hereunto set their hands and seals by their duly authorized representatives and committees this 06 day of May, 2005.

FOR LOCAL 3377-A, AFSCME, AFL-CIO:

FOR GRANT COUNTY:

Phyllis Fuerslenberg
President

George M. Poling

Sandra Schwedert
Vice President

Ernest Bartels

Secretary

Sharon Frederick
Treasurer

Jennifer McCelley
Staff Representative

Appendix A

Hourly Rates of Pay Effective January 1, 2005

| Grade | Position | Start | After 6 Months | After 12 Months | After 24 Months |
|-------|---|-------|----------------|-----------------|-----------------|
| 1 | | 14.47 | 15.17 | 15.99 | 16.80 |
| 2 | Social Worker I Social Services Worker I | 15.99 | 16.80 | 17.42 | 17.99 |
| 3 | Social Worker II Social Services Worker II Soil/Water Conservation Technician Child Support Investigator | 16.80 | 17.42 | 17.99 | 18.65 |
| 4 | Home Health Nurse Public Health Nurse I Controller/Programmer | 18.04 | 18.62 | 19.19 | 19.71 |
| 5 | Public Health Nurse II | 18.90 | 19.47 | 20.03 | 20.59 |
| 6 | Social Worker III | 20.30 | 20.82 | 21.41 | 21.97 |

Hourly Rates of Pay Effective January 1, 2006

| Grade | Position | Start | After 6 Months | After 12 Months | After 24 Months |
|-------|---|-------|----------------|-----------------|-----------------|
| 1 | | 14.98 | 15.70 | 16.55 | 17.39 |
| 2 | Social Worker I Social Services Worker I | 16.55 | 17.39 | 18.03 | 18.62 |
| 3 | Social Worker II Social Services Worker II Soil/Water Conservation Technician Child Support Investigator | 17.39 | 18.03 | 18.62 | 19.30 |
| 4 | Home Health Nurse Public Health Nurse I Controller/Programmer | 18.67 | 19.27 | 19.86 | 20.40 |
| 5 | Public Health Nurse II | 19.56 | 20.15 | 20.73 | 21.31 |
| 6 | Social Worker III | 21.01 | 21.55 | 22.16 | 22.74 |

Appendix A (continued)

Hourly Rates of Pay Effective January 1, 2007

| Grade | Position | Start | After 6 Months | After 12 Months | After 24 Months |
|-------|---|-------|----------------|-----------------|-----------------|
| 1 | | 15.43 | 16.17 | 17.05 | 17.91 |
| 2 | Social Worker I Social Services Worker I | 17.05 | 17.91 | 18.57 | 19.18 |
| 3 | Social Worker II Social Services Worker II Soil/Water Conservation Technician Child Support Investigator | 17.91 | 18.57 | 19.18 | 19.88 |
| 4 | Home Health Nurse Public Health Nurse I Controller/Programmer | 19.23 | 19.85 | 20.46 | 21.01 |
| 5 | Public Health Nurse II | 20.15 | 20.75 | 21.35 | 21.95 |
| 6 | Social Worker III | 21.64 | 22.20 | 22.82 | 23.42 |

Any job classification which has been eliminated and which has been deleted from this Appendix will be restored to its former pay grade in the event the position is recreated.

APPENDIX B - GRANT COUNTY DRUG FREE WORKPLACE AND ALCOHOL AND OTHER DRUG ABUSE POLICY

Grant County is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job, comes to work under the influence, or possesses, distributes or sells drugs or alcohol in the work place. Grant County is committed to a drug and alcohol free work place. Therefore, Grant County has established the following policy. This policy is effective immediately and will be enforced uniformly with respect to all employees. The purposes of this policy are:

1. To establish and maintain a safe, healthy working environment for all employees, residents and the public.
2. To promote rehabilitation assistance for any employee who seeks such help.
3. To reduce the number of accidental injuries to person or property.
4. To reduce absenteeism, tardiness, and to improve productivity.
5. To safeguard the reputation of Grant County and its employees within the community at large.

Alcohol and Other Drug Abuse is defined as use of alcohol, illegal drugs, and taking medicine prescribed for another person. The words "illegal drugs" refers to any drug defined as a controlled substance under Wisconsin Statute or Federal Statutes. Alcohol and Other Drug Abuse also includes the use of prescription drugs and any product with the intent of purposely becoming intoxicated, euphoric, or high.

A prescribed drug is any substance prescribed for individual consumption by a licensed medical practitioner.

Alcohol is defined as follows: (a) Beer as defined in 26 USC §5052 (a) of the Internal Revenue Code of 1954; (b) Wine of not less than one half of one per centum of alcohol by volume; or (c) Distilled spirits as defined in Section 5002 (a) (8) of such code. Alcohol includes but is not limited to the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

An alcohol concentration of 0.02 or greater, while on duty for Grant County, as indicated by an alcohol breath test or blood alcohol test is cause for disciplinary action up to and including termination.

Federal Department of Health and Human Services drug test levels will be used to determine presence of illegal drugs. Drug testing will be done by DHHS certified laboratories. It is a violation of County policy for employees to be under the influence of alcohol (.02 or greater), illegal drugs, or misuse legal drugs during working hours for Grant County.

It is a violation of County policy for any employee to use, sell, possess, transfer or purchase illegal drugs, controlled substances or alcohol on Grant County property or while performing Grant County business unless such activity is a part of an assigned job duty. Such action, may be reported to appropriate law enforcement officials.

Violations of this policy are subject to disciplinary action up to and including termination.

Any employee whose off-duty abuse of alcohol or illegal or prescription drugs results in excessive absenteeism or tardiness or is the cause of a work related accident(s) or poor work performance must see their physician and obtain a referral to a certified substance abuse program for rehabilitation and will face discipline and/or termination if he/she rejects that program or continues to have job performance problems.

Each employee may be tested for drugs and/or alcohol if he/she has been observed using a prohibited substance on the job (including but not limited to illegal drugs or alcohol), or if Grant County administration has other reasonable suspicion for testing him/her. A reasonable suspicion test shall be defined as follows: A reasonable suspicion test is an alcohol and/or controlled substances test administered to a employee as result of a trained supervisor's or trained County official's belief that the employee has violated the alcohol or controlled substances prohibitions of this policy. A reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. These observations may include indications of the chronic and withdrawal effects of alcohol or controlled substances. Supervisory staff will contact a union representative prior to confronting an employee for a reasonable suspicion drug and/or alcohol test. Supervisors must document in writing the reasons for the reasonable suspicion determination. Management will designate a person to transport the employee to the drug/alcohol test site. Employees who play a role in identifying management staff who are in violation of this policy shall not be subject to any retaliation.

Employees testing positive for illegal drugs and/or alcohol will be subject to disciplinary action up to and including termination. Employees testing positive must see their physician and obtain a referral to a certified substance abuse counseling program. Grant County does offer group health insurance benefits to eligible employees. The employee will pay for all costs of rehabilitation not covered under the employee's benefit plan. If the employee is not terminated he/she will be subject to unannounced follow-up testing anytime during the first six months after returning to work or anytime during the course of the substance abuse counseling program. Employees must sign a release allowing Grant County to verify compliance with the substance abuse counseling program. Employees who fail to submit to required testing, test positive a second time, fail to sign a release, or fail to comply with the certified substance abuse program will be subject to disciplinary action up to and including termination.

As a condition of employment, employees must abide by the terms of this policy and must notify Grant County in writing of any conviction of a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction. Employees who are convicted of any criminal drug statute violation will be discharged immediately if a nexus can be shown between the drug activity and conduct at the work place.

The administration of Grant County reserves the right to inspect lockers and/or vehicles owned by or leased to Grant County (and contents therein) at any time in an effort to enforce this policy. Employees are hereby put on notice that said locker(s) or vehicle(s), although assigned to individual employees, are subject to inspection and remain under the exclusive control of Grant County.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug and alcohol free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs or alcohol is not compatible with employment at Grant County.

County of Grant

DATE: May 06, 2005

SIDE LETTER

BETWEEN

**GRANT COUNTY PROFESSIONAL EMPLOYEES UNION,
LOCAL 3377-A WCCME AFSCME, AFL-CIO**

**AND
GRANT COUNTY**

Fleet Safety Program

In negotiations concerning the 1991 - 1992 labor agreement between the Grant County Board ("County") and Local 3377-A, AFSCME ("Union"), the County proposed the "Grant County Fleet Safety Program for Drivers/Applicants of County Owned Vehicles While on County Business." The Union rejected this proposal.

In an effort to settle the underlying contract, it was agreed that the County would withdraw the proposal and later implement same as a work rule. It is understood that this implementation is subject to the Union's right to grieve the reasonableness of the rule in general and the application of the rule in a specific case. Reasonableness may be challenged independently or in conjunction with a specific application of the rule.

The bargaining history surrounding the aforementioned proposal shall not change the meaning of the just cause as that term is used in the labor agreement.

Dated this 06 day of May, 20 05.

FOR LOCAL 3377-A, AFSCME, AFL-CIO:

FOR GRANT COUNTY:

Phyllis Fuerstenberg
President

Spence M. Baling

Spence M. Baling
Vice President

Eugene B. Burt

Secretary

Sharon Frederick
Treasurer

Jennifer McCully
Staff Representative

SIDE LETTER

BETWEEN

GRANT COUNTY PROFESSIONAL EMPLOYEES UNION,
LOCAL 3377-A WCCME AFSCME, AFL-CIO

AND

GRANT COUNTY

The Parties agree as follows:

Land Conservation Department Holidays.

In lieu of the holidays specified in Section 14.01 of this Agreement, Land Conservation Department employees shall be paid for all holidays enjoyed by the employees of the Federal Soil Conservation Service (or its successor).

Dated this 06 day of May, 20 05.

FOR LOCAL 3377-A, AFSCME, AFL-CIO:

Phyllis Fuerslenberg
President

Lynne Schubert
Vice President

Secretary

Sharon Friedrick
Treasurer

Jennifer McCulley
Staff Representative

FOR GRANT COUNTY:

Gregory M. Haling

Eugene Barthel

SIDE LETTER

BETWEEN

GRANT COUNTY PROFESSIONAL EMPLOYEES UNION,
LOCAL 3377-A WCCME AFSCME, AFL-CIO

AND

GRANT COUNTY

Direct Paycheck Deposit

The Employer agrees to implement a voluntary direct deposit program as soon as practical.

Dated this 06 day of May, 20 05.

FOR LOCAL 3377-A, AFSCME, AFL-
CIO:

Phyllis Kuerslberg
President

Joseph Schuchert
Vice President

Secretary

Sharon Niederick
Treasurer

Jennifer McCullay
Staff Representative

FOR GRANT COUNTY:

James M. Haling

Eugene Bartok

MEMORANDUM OF AGREEMENT

Grant County and Grant County Professional Employee's Union Local 3377-A, WCCME AFSCME, AFL-CIO, and do hereby agree that Article 11, Section 11.06 "Overtime," is hereby amended, effective October 1, 2008, to read:

Overtime: Employees shall be compensated by compensatory time off for all time assigned and worked in excess of eight (8) hours per day or forty (40) hours per week. Said compensation shall be at the rate of one hour compensatory time off for each hour worked for exempt employees and one and one half hour compensatory time for each hour worked for non-exempt employees.

This Agreement shall not constitute an admission of the violation of any law, the terms of any collective bargaining agreement or memorandum between the parties, or the rights of any member of the bargaining unit.

Dated this 9 day of ^{October}~~September~~, 2008.

LOCAL 3377-A

By: Phyllis Fuerstenberg
Name: Phyllis Fuerstenberg RN
Title: President of Local 3377-A

GRANT COUNTY

By: Joyce M. Roling
Name: Joyce M. Roling
Title: Personnel Director